



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Boosters of Boys and Girls Sports Organization (BOBS) Concession Agreement Renewal, Zupo Field, 350 North Washington Street

MEETING DATE: May 4, 1994

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve the concession agreement between the Boosters of Boys and Girls Sports organization and the City of Lodi to operate the concession facilities at Zupo Field from March 1, 1994 to midnight, December 31, 1994, and authorize the City Manager and City Clerk to execute the agreement of behalf of the City.

BACKGROUND INFORMATION: For the past five years, the Boosters of Boys and Girls Sports organization has operated the concession stand at Zupo Field to raise revenues to support their share of the youth sports budget.

It is only one source of revenue generation, as registration fees, team sponsor fees, fundraising projects, admission fees, and membership drive dollars, plus the concessions at Salas and Kofu Parks make up a total commitment of \$250,000.

We ask the Council to approve this agreement and allow the BOBS to continue to provide concession services to all functions at Zupo Field for the period of March 1, 1994 to December 31, 1994. This is an annual renewal agreement between the BOBS and the City of Lodi.

We have written in our (City) mandates of operations and have experienced cooperation and compliance with the organization over the past years.

FUNDING: Some general maintenance obligations from Parks staff to clean up the facility area of debris, product containers, and wrappers from food stuffs. No revenue generation by City or additional financial obligations.

Ron Williamson
Parks and Recreation Director

RW/sh

Prepared by Ron Williamson, Parks and Recreation Director

cc: City Attorney

APPROVED: _____

THOMAS A. PETERSON
City Manager



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AGREEMENT

CITY OF LODI

DEPARTMENT OF PARKS AND RECREATION

Concession Operations at

Zupo Park

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THIS AGREEMENT, made and entered into this ____ day of _____,
1994, by and between the CITY OF LODI ("City"), and The Boosters of Boys
and Girls Sports ("Concessionaire").

W I T N E S S E T H:

Concessionaire agrees to operate concession stands at the
below-described Park under the following terms and conditions:

Area to be Serviced:

Location:

Zupo Park

350 North Washington Street

Lodi, California

City does hereby grant to Concessionaire the sole and exclusive right/license to vend food and drinks, etc. at the concession stands of the above-described Park, beginning March 1, 1994 and ending December 31, 1994.

The City will provide:

1. Enclosed concession stands with some limited City-owned equipment which Concessionaire will be expected to service and maintain at Concessionaire's sole cost and expense.
2. Water, sanitary sewer, gas, electricity, and garbage receptacles outside the concession buildings shall be provided by the City.
3. Maintenance of the general property of the concession buildings, unless abuse and lack of general care is apparent, at which time the cost and expenditures shall be that of the Concessionaire.

Concession Operation Conditions:

1. The length of the contract shall be from March 1, 1994 and shall end midnight, December 31, 1994. This agreement may be extended by mutual agreement.
2. Insurance:

Concessionaire is required to carry a policy of Comprehensive General Liability insurance in compliance with all of the provisions of the

"Risk Transfer Requirements For Lease or Use of City of Lodi Facilities (6/91 (KE))", attached hereto as Exhibit A and incorporated herein by reference.

Concessionaire shall save, keep and hold harmless the City of Lodi, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of operations at Zupo Park.

Notwithstanding other provisions contained in this Agreement, the City Manager is granted the right to immediately terminate the Agreement upon failure on the part of the Concessionaire to keep in full force and effect during the entire term of the agreement, the insurance as set forth in this section.

3. Concessionaire shall, prior to opening for business, furnish a products and price schedule and shall follow the product and price schedule as mutually agreed to between the BOBS concession manager and City staff assigned to concession operations.
4. Concessionaire will provide all equipment and products to operate said concessions.
5. Concessionaire shall keep accurate records and books of accounts of all purchases and sales and does hereby give to the City or its authorized agents, the right to examine and audit said books at any

time City desires. The Concessionaire will complete monthly records on forms provided by the BOBS, and these reports shall be provided to the City by the tenth (10th) day of each month while in operation.

6. The dates and times of operation shall be as follows:

Zupo Park

Concessionaire shall operate from March 1 to November 15 at times commencing 15 minutes before events, and to the top of the last scheduled inning.

7. Concessionaire agrees to obtain at his/her own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concessions, and to pay any and all taxes which may be assessed against him for whatever purposes in the operation of said concessions.
8. Concessionaire shall keep the concession stands and the immediate surrounding areas in clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the business to be conducted. Concessionaire shall be responsible to give to the City, written notice of any maintenance problems.
9. The rights granted hereunder for concession sales at the identified park, shall be exclusive to Concessionaire. Subleasing by the Concessionaire will not be allowed in this contract. Concessionaire will have first right of refusal on all special events in providing

required food and beverage service. If Concessionaire relinquishes its rights under this paragraph, City shall be free to contract with any other Concessionaire of its choosing to provide concessions for such special event.

10. Concessionaire is aware that a Possessory Interest Tax is or may be charged each year by the County Assessor for the use of the facilities and that this tax is the responsibility of the vendor.
11. The Parks and Recreation Director and Concessionaire as mutually agreed upon shall approve or disapprove any employee or operator of said concession stands on a basis of such considerations as dress, general cleanliness, working relationship with public, and staff needed to successfully vend food for day to day operations, tournaments or special events/activities. (The City will coordinate this action with Concessionaire manager.)
12. City reserves the right to enter upon the premises at any reasonable time, to inspect the operation and equipment thereon, or for any other purpose.
13. Concessionaire shall not have the right to sell, mortgage, assign or sublet the contract/agreement or any part thereof without the prior written consent of the City Manager, and a breach of this condition shall automatically terminate any contract or agreement between City and Concessionaire.

14. The Concessionaire shall be responsible for the security of the concession stand and any storage buildings assigned to its exclusive use as far as locks on doors and windows or installation of an alarm system if it is deemed necessary by mutual agreement and Concessionaire shall be responsible for any acts of vandalism to Concessionaire's equipment and/or inventory.
15. At the conclusion of or termination of any stated agreement/contract, Concessionaire will be expected to surrender said concession premises in as good an order as that in which they would receive same, excepting ordinary wear and tear. Damage to or mistreatment of the buildings or City equipment will be the responsibility of the Concessionaire to repair, replace, or reimburse for repair or replacement.
16. The agreement/contract may be terminated by written agreement of either party hereto without cause upon sixty (60) day's written notice to the other party. Such notice shall be delivered to the City Manager's Office, City Hall, 221 West Pine Street, Lodi, or to the Concessionaire at a premises which is subject to this agreement.
17. If Concessionaire defaults in any of the terms contained herein, the Concessionaire's agreement to provide service as specified herein shall terminate upon failure of Concessionaire to correct the default within thirty (30) days of receiving written notice thereof from the City. Upon any termination hereof, Concessionaire agrees to quit and surrender possession peaceably and City shall have the right to remove

Concessionaire and all others occupying through or under this agreement.

18. In the event that either party brings an action under this Agreement for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written.

CONCESSION OPERATIONS

ZUPO PARK

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CITY OF LODI, a municipal
corporation

CONCESSIONAIRE
BOOSTERS OF BOYS AND GIRLS SPORTS

THOMAS A. PETERSON
City Manager

RICK CASTELANELLI
President

ATTEST:

APPROVED AS TO FORM:

JENNIFER PERRIN
City Clerk

BOB McNATT
City Attorney

AGRBOBS/TXTA.01V

RESOLUTION NO. 94-43

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AN AGREEMENT BETWEEN THE BOOSTERS OF BOYS
AND GIRLS SPORTS ORGANIZATION (BOBS) AND THE CITY OF LODI
FOR OPERATION OF THE CONCESSION FACILITIES AT ZUPO FIELD,
350 NORTH WASHINGTON STREET, LODI

BE IT RESOLVED, that the Lodi City Council hereby approves an agreement on file in the Office of the City Clerk, between the Boosters of Boys and Girls Sports Organization (BOBS) and the City of Lodi for the Booster's operation of the Concession facilities at Zupo Field, 350 North Washington Street, Lodi for the term beginning March 1, 1994 and ending December 31, 1994; and

FURTHER RESOLVED, that the City Manager and City Clerk are hereby authorized to execute said Agreement on behalf of the City.

Dated: May 4, 1994

I hereby certify that Resolution No. 94-43 was passed and adopted by the Lodi City Council in a regular meeting held May 4, 1994 by the following vote:

Ayes: Council Members - Davenport, Mann, Pennino, Snider
and Sieglock (Mayor)

Noes: Council Members - None

Absent: Council Members - None


Jennifer M. Perrin
City Clerk